

**VOLUNTARY CLEANUP CONTRACT
17-5130-NRP**

**IN THE MATTER OF
FORMER SINGER COMPANY FACILITY, PICKENS COUNTY
and
ANDERSON COUNTY**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Anderson County, with respect to the Property located at 225 Pumpkintown Highway, Pickens, South Carolina. The Property includes approximately 95.3 acres identified by Tax Map Serial Number 4181-12-97-9113. In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of October 12, 2017, and any amendments thereto, by Anderson County, which is incorporated into this Contract and attached as Appendix A.

AUTHORITY

This Contract is entered into pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710, et seq. (2002 & Supp. 2016); the South Carolina Hazardous Waste Management Act (SCHWMA), S.C. Code Ann. §§ 44-56-10, et seq. (2002 & Supp. 2016); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq. (1994); the State Underground Petroleum Environmental Response Bank Act, (SUPERB Act), S.C. Code Ann. §§ 44-2-10, et seq. (2002 & Supp. 2016); and the Pollution Control Act, S.C. Code Ann. §§ 48-1-10 et seq. (2008 & Supp. 2016).

DEFINITIONS

1. Unless otherwise expressly provided in this Contract, terms used herein shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup

Program, and if not set forth therein, shall have the meaning assigned to them pursuant to the SCHWMA, the PCA, the SUPERB Act, or CERCLA.

- A. "Anderson" means Anderson County.
- B. "Beneficiaries" means Anderson's Non-Responsible Party lenders, signatories and successors, including new purchasers, lessees, and other parties acquiring an interest in any portion of the Property, but only to the extent that such parties have never been a Responsible Party at the Site.
- C. "Contamination" means the presence of a contaminant, pollutant, hazardous substance, petroleum, or petroleum product.
- D. "Contract" means this Voluntary Cleanup Contract.
- E. "Department" means the South Carolina Department of Health and Environmental Control, or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- F. "Existing Contamination" shall mean any Contamination present on, or under, the Site as of the execution date of this Contract.
- G. "Property" means the real property as described in the Non Responsible Party Application for Voluntary Cleanup Contract attached as Appendix A, and that is subject to the ownership, prospective ownership, or possessory or contractual interest of Anderson or its Beneficiaries.
- H. "Segregated Sources" means drums, tanks, or similar discrete containers that potentially hold substances that may cause Contamination upon release to the environment.

- I. "Site" means all areas where a contaminant, petroleum, or petroleum product has been released, deposited, stored, disposed of, or placed or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel.
- J. "Waste Materials" means any Contamination-causing solid, semi-solid, or liquid material discarded, buried, or otherwise present on the Property, and may include sludge, slag, or solid waste materials such as empty containers and demolition debris or materials containing asbestos, lead-based paint, or petroleum or other contaminants.

FINDINGS

- 2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

- A. Owners and Operators: The owners and operators of the Property include the following:

Poinsett Lumber and Manufacturing Company	
(later merged into The Singer Company)	1939-1988
Ryobi Motor Products Corporation	1988-2000
One World Technologies, Inc.	2000-present

- B. Property and Surrounding Areas: The Property is developed with multiple manufacturing buildings located within a floodplain of Town Creek. The manufacturing business closed in December 2016. Areas to the north and east are residentially developed. Areas to the west are commercially developed. Areas south of the Property are a mixture of residential and commercial development. The downtown area of the City of Pickens is located about three quarters of a mile south, southwest of the Property. The Property has been

utilized for the manufacture of sewing machine heads and power tools from the 1950s to 2016. In 1990, volatile organic compounds (VOCs) were discovered in groundwater beneath the Property. Ryobi Motor Products Corporation worked with the Department from 1990 to 2000 to address the assessment and remediation of VOCs in the groundwater at the Site. Since 2000, One World Technologies, Inc. (OWT) has worked cooperatively with the Department to complete the investigation. OWT has operated a groundwater extraction system and is evaluating additional remedial measures

- C. Investigations / Reports; Regulatory Issues: Probable sources of contamination identified to date at the Property include two distinct areas under the concrete floor of the main manufacturing building, where chlorinated solvent degreaser units may have operated. Investigations to date have confirmed that the primary source of VOCs in groundwater is likely from these areas identified in June 2012 on the western end of the manufacturing building. Since 1990, VOCs have been detected in the groundwater between the main building and Town Creek. Ryobi Motor Products Corporation (Ryobi) initiated a site investigation in 1991. Subsequent investigations conducted between 1991 and 1994 were completed in an effort to determine the extent of the groundwater and soil impacts. Documents of findings submitted to the Department included hydrogeologic assessment reports dated May 1991, November 1991, March 1992, July 1992, May 1993, and June 1994.

An extraction well (denoted as EW-1) was operated from 1996 to 2005, at which time two additional extraction wells (denoted as EW-3 and EW-4) were installed by OWT. Additional assessment to evaluate the source and extent of VOCs in groundwater was performed in 2001 through 2003, during which time an area under the concrete floor where a solvent degreaser unit previously operated was identified as a main source of VOCs in groundwater. A fourth extraction well (EW-5) was installed in 2013 following Department approval of the plans and

specifications. The groundwater extraction system with four extraction wells continues to be operated today.

From 2010 to the present, OWT has conducted additional site investigations to determine if additional sources of VOCs are present with the potential to cause harm or impact groundwater and provide new hydrogeological information on which to base further investigation and ultimate remediation decisions. The OWT provided this new information to DHEC in various reports in 2011 and 2012, and in September 2012, OWT submitted a plan for additional investigative work. Additional investigative work to evaluate the extent of VOCs in soil and groundwater beneath the concrete floor of the main building and the extent of VOCs in groundwater outside the main building was conducted in October 2012. From 2012 to present OWT has continued work at the Property including submittal of the RI Report (which was approved by the Department on June 27, 2013), and submittal of a Feasibility Study and a Removal Work Plan.

- D. Applicant Identification: Anderson is a state of South Carolina local government with its principal place of business located at 100 Main Street, Anderson, South Carolina, 29624.
- E. Proposed Redevelopment: Anderson will acquire the Property and intends to use it as a "soft landing" facility for industry, warehouse use, and potential use in conjunction with Tri-county Technical College.

CERTIFICATIONS

3. Anderson has certified upon application that: 1) Anderson is not a Responsible Party at the Site, or a parent, successor, or subsidiary of a Responsible Party at the Site and has not had any involvement with the Property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program; 2) its activities will not aggravate or contribute to Existing Contamination

on the Site or pose significant human health or environmental risks; and, 3) it is financially viable to meet the obligations under this Contract.

RESPONSE ACTION

4. Anderson agrees to conduct the response actions specified in the sub-paragraphs below. An initial Work Plan shall be submitted by Anderson, or designee, within thirty (30) days after execution of this Contract. A Report of the assessment results shall be submitted by Anderson, or designee in accordance with the schedule provided in the initial Work Plan. Anderson acknowledges that the assessment required by this Contract and ongoing assessment being conducted by OWT under VCC 17-5130-RP may find distributions of Existing Contamination requiring additional assessment and/or control measures on the Property that cannot be anticipated with this Contract. Anderson also acknowledges that it will conduct additional assessment to characterize environmental conditions at the time OWT vacates the Property. Anderson agrees to perform the additional assessment and/or control measures consistent with the intended uses of the Property under the purview of this Contract; however, Anderson may seek an amendment of this Contract to clarify their further responsibilities. Anderson shall perform all actions required by this Contract, and any related actions of Anderson's choosing not expressly required by this Contract, pursuant to Work Plans and/or Addenda approved by the Department.

A. Work Plan Logistics:

- 1). The Work Plan(s) shall set forth a schedule and methods for assessment and control measures activities detailed herein.
- 2). The Work Plan(s) shall be submitted to the Department in the form of one hard copy and one electronic copy of the entire Work Plan on a compact disk (in .pdf format).
- 3). All activities undertaken pursuant to this Contract shall be consistent with S.C. statutes, regulations, and permitting requirements (e.g., storm water

management and waste disposal regulations). Anderson shall identify and obtain the applicable permits before beginning any action.

- 4). The Work Plan(s) shall be in accordance with accepted industry standards and shall be signed and sealed by a Professional Engineer or Professional Geologist duly-licensed in South Carolina.
- 5). The Work Plan(s) shall provide detailed information about the proposed sampling points, collection methods, analytical methods, quality assurance procedures, and other pertinent details of the assessment and/or control measures activities consistent with the following:
 - a). Sample collection methodologies shall be consistent with the US EPA Region IV Field Branches Quality System and Technical Procedures.
 - b). All monitoring wells and groundwater sampling points shall be constructed in accordance with Well Standards, 6 S.C, Code Ann. Regs. R.61-71 (2002 & Supp. 2016). The Work Plan shall provide sufficient detail to support issuance of the well approvals by the Department.
 - c). The laboratory analyses for samples taken pursuant to the Work Plan are specified in the media-specific sub-paragraphs below, but may include any of the following:
 - i. the full EPA Target Analyte List (TAL);
 - ii. EPA Target Analyte List excluding cyanide (TAL-Metals);
 - ii. the full EPA Target Compound List (TCL);
 - i). EPA Target Compound List Volatile Organic Compounds (TCL-VOCs);
 - ii). EPA Target Compound List Semi-Volatile Organic Compounds (TCL-SVOCs);
 - iii). EPA Target Compound List Pesticides (TCL-Pesticides);
 - iv). EPA Target Compound List Polychlorinated Biphenyls (TCL-PCBs).
 - d). All analytical methods shall use appropriate detection levels to allow comparison to the media-specific screening criteria listed in the "EPA

Regional Screening Levels for Chemical Contaminants at Superfund Sites” in effect at the time of sampling. The applicable Protection of Groundwater SSL for soil samples shall be the “MCL-Based SSL”, if listed. If the applicable screening criteria are lower than achievable detection levels, the analytical method shall use the lowest achievable detection levels.

- 6). The Work Plan shall include the names, addresses, and telephone numbers of Anderson's consulting firm(s), analytical laboratories, and Anderson's contact person for matters relating to this Contract and the Work Plan.
 - a). The analytical laboratory shall possess applicable Certification defined in the State Environmental Laboratory Certification Program, 7 S.C.Code Ann. Regs. R.61-81 (2012), for the test methods specified in the Work Plan.
 - b). Anderson shall notify the Department in writing of any changes concerning the consulting firm(s), contact person(s), or laboratory identified in the Work Plan.
- 7). The Department will notify Anderson in writing of approvals or deficiencies in the Work Plan.
- 8). Anderson, or designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.
- 9). Anderson shall begin implementation of the Work Plan as soon as reasonably possible after receipt of written approval of the Work Plan by the Department.
- 10). Anderson shall inform the Department at least five (5) working days in advance of all field activities conducted pursuant to the Work Plan, and shall allow the Department, or its authorized representatives, to take duplicates of any samples if desired.
- 11). Anderson shall preserve items on the Property that may: 1) provide evidence of a Potentially Responsible Party's involvement at the Site; 2) lead to the discovery of other areas of Contamination at the Site; or 3) contain environmental information related to the Site. Such items may include

drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site. Anderson shall notify the Department of the location of any such items, and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense prior to destruction of said items.

B. Report Logistics

- 1). Report(s) shall be prepared in accordance with accepted industry standards and shall be certified by signature and seal of a Professional Engineer or Professional Geologist duly licensed in South Carolina.
- 2). The Report(s) of assessment and/or control measures activities shall include a discussion of investigation methods and any deviations from the Department approved Work Plan. The Report shall also include tables and figures to summarize all data, a surveyed map documenting sampling locations, documentation of field observations including well core logs, sample descriptions, field screening results, and all laboratory analytical data.
- 3). All Report(s) shall be submitted to the Department in the form of one hardcopy and one electronic copy of the entire Report on a compact disk (in .pdf format).

C. Assess Waste Materials and Segregated Sources:

- 1). Anderson shall provide records identifying the extent of Waste Materials and type and thickness of cover present on the Kudzu Area and Bermed Area in the northern portion of the Property, or shall otherwise characterize the extent and type and thickness of cover material on each landfill through soil borings, a geophysical survey, or other appropriate measures.
- 2). At the time when OWT vacates the Property, Anderson shall characterize for disposal any Waste Material and Segregated Sources that may remain on

the Property or that may be discovered on the Property at any time during assessment, corrective action, or development activities in accordance with applicable regulations.

- 3). Upon discovery of any Segregated Source that has not yet released all of its contents to the environment, Anderson shall expeditiously stabilize or remove the Segregated Source from the Property.
- 4). Anderson shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization or removal actions. Anderson shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

D. Conduct a well survey:

- 1). Anderson shall map all public and private wells used for drinking water supply within a one-half mile radius of the Property, and wells used for irrigation or other non-drinking water use within a one-quarter mile radius.
- 2). Anderson shall report sufficient information to the Department to allow the Department to secure permission to sample the wells. At a minimum, this information shall include the: 1) Location of the well; 2) Identity and mailing address of the well owner; and, 3) Telephone number, if publicly available or otherwise known to Anderson, of the well owner or occupant of the residence served by the well.

E. Assess soil quality across the Property:

- 1). Anderson shall collect and analyze soil samples from a sufficient number of locations to target potential contaminant sources and characterize soil quality across the entire Property in accordance with the approved Work Plan. Anderson shall collect one surface soil sample (0-1 foot below ground surface) and one subsurface soil sample (4-6 feet below ground surface) from each sampling location.

- 2). Unless otherwise specified in the approved Work Plan, each surface soil sample shall be analyzed for TAL-Metals and SVOCs. Each subsurface sample shall be analyzed for TAL-Metals, VOCs and SVOCs. A minimum of one surface and one subsurface samples from a probable impacted area shall be analyzed for the full EPA-TAL and EPA-TCL.
- 3). Soil quality results shall be compared to the Residential and Industrial Screening Levels and to the applicable Protection of Groundwater SSL.

F. Assess groundwater quality:

- 1). Anderson shall assess groundwater quality and flow direction across the Property. Assessment shall include samples from existing monitoring wells and monitoring wells to be installed in accordance with the approved Work Plan.
- 2). Samples from all groundwater monitoring wells shall be analyzed for TAL-Metals, VOCs and SVOCs. In addition, groundwater from a minimum of one down-gradient well shall be analyzed for the full TAL/TCL parameters.
- 3). Groundwater quality results shall be compared to the primary maximum contaminant level (MCL) standards in the South Carolina State Primary Drinking Water Regulations, 4 S.C. Code Ann. Regs. 61-58, or, if not specified in R.61-58, to the EPA RSL for "Tapwater".

G. Assess surface water and sediment quality:

- 1). Anderson shall collect and analyze a representative number of sediment and surface water samples from surface water bodies on the Property to include the following:
 - a). Surface water and sediment shall be assessed within each fire water pond to enable closure of each pond in accordance with a Department approved Plan.

- b). Surface water and sediment shall be characterized from the creek to determine potential contaminant exposure risk for the proposed use of the Property.
- 2). All surface water and sediment samples shall be analyzed for the TAL-Metals, VOCs and SVOCs. Sediment/sludge samples collected from the fire ponds shall be analyzed for TAL/TCL.

Surface water quality results shall be compared to the values in the Water Classifications and Standards, 6 S.C. Code Ann. Regs. 61-68 (2012, as amended), based on consumption of either "water and organisms" or "organisms only" as applicable for the water body. Sediment samples shall be compared to the Ecological Screening Values in EPA Region 4 Ecological Risk Assessment – Supplement to Risk Assessment Guidance for Superfund (RAGS).

H. Evaluate and control potential impacts to indoor air:

- 1). Anderson shall evaluate potential impacts to indoor air on the Property based on documented VOC concentrations in groundwater and the EPA OSWER "Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air" dated June 2015 and supplemental EPA guidance ("Vapor Intrusion Technical Guide").
- 2). Anderson's evaluation of vapor intrusion risk shall, unless otherwise agreed to by the Department, consist of collection and analysis of a representative number of indoor air, soil gas, and sub-slab soil gas samples over areas potentially subject to vapor intrusion. Assessment activities shall also include evaluation of other factors that may affect vapor intrusion as discussed in the Vapor Intrusion Technical Guide.
- 3). Indoor air samples shall be collected from within the buildings during a minimum of two separate sampling events approximately six months apart. One sampling event shall be in the winter. The samples collected for

laboratory analysis may use either active or passive collection methods provided the same protocol is used for both sampling events.

- 4). All indoor air, soil gas and sub-slab soil gas samples shall be analyzed for all site related volatile compounds by appropriate methods capable of detecting concentrations at screening levels indicative of a 10^{-6} cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens, and using appropriate attenuation factors for soil gas and sub-slab soil gas.
- 5). Indoor air quality results shall be compared to the current EPA RSL Industrial Air Screening Levels. The Department shall give reasonable consideration of data or other demonstration that shows unacceptable exposures inside the building do not result from the subsurface conditions.
- 6). Soil gas and sub-slab soil gas sampling results shall be compared to screening levels indicative of a 10^{-6} cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens for the proposed use of the Property. Comparison criteria shall be based on the Vapor Intrusion Technical Guide.
- 7). Should the results of the Vapor Intrusion Assessment indicate that contaminant concentrations exceed levels indicative of a 10^{-6} cancer risk or a hazard quotient/hazard index of 1 for non-carcinogens for the proposed use of the Property, Anderson shall evaluate options for corrective measures and engineering controls to ensure acceptable indoor air quality. At a minimum, Anderson shall propose and implement engineering controls to mitigate contaminant vapor intrusion to meet acceptable levels in accordance with Paragraph 4.I of this Contract.

I. Institute reasonable Contamination control measures:

- 1). Anderson shall remove from the Property and properly dispose of all Waste Materials and Segregated Sources of Contamination in accordance with applicable regulations based on characterization results.

- a). Anderson shall document the characterization results and ultimate disposition of the materials to the Department within sixty (60) days of removal of any material from the Property.
 - b). Subject to Department approval, buried Waste Materials, if present, may be stabilized in place on the Property in a manner that will effectively limit or prevent human exposure and release of contaminants to the environment. If any Waste Materials are to be stabilized in place, Anderson shall propose plans for stabilization of the Waste Materials in a Corrective Measures Plan in accordance with Paragraph 4.1.2 below. Anderson shall also enter into a Declaration of Covenants and Restrictions to document the area of stabilization, and to maintain the stabilization measures in accordance with Paragraph 9 of this Contract.
- 2). Anderson shall take reasonable measures to effectively limit or prevent human exposure to Existing Contamination in any media on the Property. Anderson shall evaluate options for corrective measures in an Analysis of Brownfields Cleanup Alternatives (ABCA). Upon Department approval of the corrective measures selected in the ABCA, Anderson shall prepare a Corrective Measures Plan. The Corrective Measures Plan shall be approved by the Department prior to implementation, and shall be consistent with the intended future use of the Property.
- a). Corrective measures shall be required for Contamination present in any media on the Property with concentrations in excess of appropriate human-health risk-based exposure standards with plausibly complete routes of exposure.
 - b). Anderson may request Department approval to conduct a site-specific risk assessment to determine levels of Contamination that are acceptable for the intended use of the Property. The risk assessment shall be conducted in accordance with EPA Risk Assessment Guidance for Superfund. Prior to conducting the risk assessment, Anderson shall submit for Department approval, an overview of risk assessment assumptions including

identification of Contamination exposure routes, the type and duration of possible exposures, the magnitude of exposure, and any data gaps that need to be addressed to complete the risk assessment.

- c). Corrective measures may include removal, encapsulation, barriers, or other methods reasonably expected to limit human exposures to the Contamination. Subject to Department approval, corrective measures may include a land use restriction in accordance with Paragraph 9 (Declaration of Covenants and Restrictions) of this Contract
 - d). If required, vapor intrusion control measures shall be designed to effectively mitigate vapor intrusion risk to a 10^{-6} risk for carcinogens and a hazard quotient/hazard index of 1 for non-carcinogens based on current EPA RSLs and guidance on vapor intrusion. All vapor intrusion control measures shall include monitoring to confirm that the vapor mitigation system is effective, and procedures to ensure and document proper and effective operation and maintenance of the vapor intrusion mitigation system for as long as it is required at the Property. The Department shall give reasonable consideration of data or other demonstration that shows any unacceptable indoor air contaminant concentrations do not result from the subsurface conditions.
 - e). Upon completion of any corrective measures, Anderson shall provide a Corrective Measures Report to document satisfactory completion of the corrective measures for Department review and approval prior to obtaining a Certificate of Completion.
- 3). In the event that development of the Property will require disturbance of contaminants in soil or groundwater, Anderson shall propose a Media Management Plan. The Media Management Plan shall address management of contaminated media when encountered on the Property, its characterization if necessary for offsite disposal, and identification of the final disposal location for all contaminated media.

- 4). In the event that corrective measures include engineering controls that must be maintained and monitored for future use of the Property, a Stewardship Plan may be required by the Department. If required, the Stewardship Plan shall identify procedures for management of contaminated media that may be encountered as a result of any disturbance of the engineering controls, and for repair or replacement of the engineering controls.

J. Monitor and/or abandon the monitoring wells:

- 1). Anderson shall implement a groundwater-monitoring program if required by the Department. Continued monitoring requirements will be based on the Department's determination of potential adverse effects on nearby receptors, i.e., individuals that are presently or potentially exposed to Contamination.
- 2). The Department will determine the frequency and duration of the monitoring program on a case-specific basis.
- 3). Anderson shall abandon the monitoring well(s) installed pursuant to this contract when the Department determines there are no further needs for the wells. The wells shall be abandoned in accordance with the Well Standards, 6 S.C. Code Ann. Regs. 61-71 (2002 & Supp. 2016).
- 4). Anderson shall take appropriate precautions to prevent any disturbance of monitoring wells, groundwater extraction wells, and other structures associated with ongoing groundwater remediation and monitoring being conducted by OWT in accordance with VCC 17-5130-RP. In the event that such disturbance does occur, Anderson shall conduct the necessary repairs.

J. Complete required activities in the event of a Responsible Party default:

- 1). There is potential that assessment and response actions will be conducted by a Responsible Party under VCC17-5130-RP. Activities conducted by a Responsible Party under the authority of a VCC may satisfy the requirements in sub-paragraphs 4.C through 4.I above. Therefore, it is agreed that response action completed by Responsible Parties under the direction of the

SCDHEC may be deemed to satisfy the requirements on Anderson. The Department shall have sole discretion in determining the adequacy of the Responsible Party's response actions towards completing the activities required by this Contract.

- 2). The Department will provide written notification to Anderson if more than 180 consecutive days elapse without substantial progress by the Responsible Party, or the Department otherwise determines the Responsible Party's activities are inadequate.
- 3). Anderson shall respond in writing within thirty days to the Department's notification with a work plan for completing unfulfilled requirements of this Contract.

HEALTH AND SAFETY PLAN

5. Anderson shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan shall be submitted to the Department in the form of one electronic copy on compact disk (in .pdf format). Anderson agrees that the Health and Safety Plan is submitted to the Department only for informational purposes. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by Anderson.

PUBLIC PARTICIPATION

6. Anderson and the Department will encourage public participation to implement this Contract as follows:
 - A. The Department will provide notice, seek public comment, and initiate a thirty (30) day claim contribution notification period in accordance with established procedures consistent with S.C. Code Ann. §44-56-750 upon signature of this Contract by Anderson.

B. Anderson shall erect a sign at major entrances onto the Property or other locations routinely accessible by the public. The sign(s) shall be erected no later than one (1) day after the Department's public announcement about the Contract in a newspaper of general circulation in the community.

- 1). The sign(s) will state "Voluntary Cleanup Project by Anderson County under Voluntary Cleanup Contract 17-5130-NRP with the South Carolina Department of Health and Environmental Control." The sign(s) shall provide a brief description of the scope of activities under the Contract, and contact information, including telephone number and address, for a representative of Anderson. Contact information for the Department shall state "TOLL-FREE TELEPHONE: 1-866-576-3432".
- 2). All sign lettering must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the Property without intruding onto the Property.
- 3). Anderson shall submit photographs of the sign(s) and a Property drawing showing the location(s) of the sign(s). The photographs shall be submitted to the Department within ten (10) days of erecting the sign(s).
- 4). Anderson agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
- 5). Anderson shall maintain the sign(s) in legible condition and at visible locations throughout the duration of the Contract period until a Certificate of Completion is issued on the Property.
- 6). The sign(s) may be removed to accommodate building or grading activities; however, Anderson shall restore the sign(s) within two (2) days to its original location, or other publicly accessible location upon notice to the Department.

PROGRESS UPDATES

7. Anderson shall submit periodic written updates to the Department's project manager until such time as all activities related to the Property are complete pursuant to this Contract. The first update shall be due within thirty (30) days of the Department's

execution of this Contract and at least semi-annually thereafter. The initial Work Plan may serve as the first update. Reports and supplemental work plans may serve as subsequent updates.

A. The updates may be in summary letter format, but should include information about:

- 1). The actions taken under this Contract during the previous reporting period;
- 2). Actions scheduled to be taken in the next reporting period;
- 3). Sampling, test results, and any other data in summary form, generated during the previous reporting period regardless of whether the data was collected pursuant to this Contract; and,
- 4). A description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

B. The Department's project manager may allow an extended schedule between updates based on case specific conditions.

SCHEDULE

8. Anderson shall perform all activities and response actions pursuant to this Contract in an expeditious manner. In the event that circumstances cause a delay in implementation of the response actions, the Department may require implementation of interim measures to stabilize Contamination or prevent unacceptable exposures. Anderson shall implement the interim measures in accordance with a Department-approved plan.

DECLARATION OF COVENANTS AND RESTRICTIONS

9. Anderson or its Beneficiaries shall enter, and record, a Declaration of Covenants and Restrictions (Declaration) for the Property to prohibit the use of groundwater on the Property, and to restrict the use of the Property from residential, recreational, agricultural, child day care, and adult day care use. Additional restrictions will be

required if Contamination exceeds levels acceptable for unrestricted use after completing the response actions pursuant to this Contract or if otherwise required per Paragraphs 4.I.1.c. or 4.I.2.c of this Contract. Contaminant levels acceptable for unrestricted use shall be the Screening Levels for Resident Soil and for Resident Air (either measured or predicted based on EPA "OSWER Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air" dated June 2015 and supplemental EPA guidance) as specified in the EPA RSLs, and the primary MCL standards for groundwater in the State Primary Drinking Water Regulations, 4 S.C. Code Ann. Regs. 61-58. The recorded Declaration shall be incorporated into this Contract as an Appendix and shall be implemented as follows:

- A. The Department shall prepare and sign the Declaration prior to providing it to Anderson. An authorized representative of Anderson or its Beneficiaries shall sign the Declaration within ten (10) days of receipt. All signatures shall be witnessed, and signed and sealed by a notary public.
- B. Anderson or its Beneficiaries shall record the executed Declaration with the Registrar of Deeds or Mesne Conveyance for the county where the Property is located.
- C. Anderson or its Beneficiaries shall provide a copy of the recorded Declaration to the Department within sixty (60) days of the Department's execution. The copy shall show the date and Book and Page number where the Declaration has been recorded.
- D. In the event that Contamination exceeds levels acceptable for unrestricted use (EPA RSLs for residential use and/or MCLs) on a portion of the Property, Anderson or its Beneficiaries may create a new parcel of that portion of the property that will be subject to the Declaration.

- E. The Declaration shall be noted on the master deed of any planned development for the Property and noted, or referenced thereafter, on each individual deed of property subdivided from the Property and subject to the Declaration.
- F. The Declaration shall reserve a right of entry and inspection for Anderson or its Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.
- 1). Anderson or its Beneficiaries shall ensure that the restrictions established by the Declaration remain on any subdivided property.
 - 2). Anderson or its Beneficiaries shall create a procedure to provide a single point of contact responsible for documenting current land use and compliance with the Declaration regardless of the Property's ownership status. The procedure shall be reviewed and approved by the Department before it is implemented.
- G. The Declaration shall provide that the Department has an irrevocable right of access to the Property after Anderson acquires the Property, and such right of access shall remain until remediation is accomplished for unrestricted use and monitoring is no longer required. Such access shall extend to the Department's authorized representatives and all persons performing response actions on the Property under the Department's oversight.
- H. Anderson or its Beneficiaries, or the individual or entity responsible for compliance monitoring, shall annually document the Property's land use and compliance with the Declaration to the Department. The report shall be submitted by May 31st in a manner and form prescribed by the Department.
- I. The Department may amend the Declaration in response to changes in law, completion of remedial actions meeting the applicable standards in effect at the

time, or if other circumstances of the Property change; however, said amendment shall not be applied retroactively unless expressly provided for in the legislation. An amendment may strengthen, relax, or remove restrictions based on the EPA RSL Summary Table in effect at that time; however, the Department shall not impose a more restrictive condition based solely on changes in the EPA RSL Summary Table. An amendment to the Declaration shall be duly executed and recorded using procedures similar to those detailed above.

NOTIFICATION

10. All notices required to be given by either party to the other shall be in writing. Each party shall have a continuing obligation to identify a contact person, whose name, address, and telephone number must be updated to the other party, throughout the term of the Contract. Notices by electronic mail or facsimile shall be acceptable if acknowledged in writing by the recipient; with the delivery date being the date of acknowledgment or earlier date if stated in the acknowledgment. All other forms of notice shall be deemed sufficiently given if delivered at the address shown below, or at such place or to such agent as the parties may from time to time designate in writing, by: 1) regular U.S. Mail by which notice shall be deemed to occur seven (7) days after the postmark date; 2) Certified or Registered Mail by which notice shall be deemed to occur on the date received as shown on the receipt; 3) Commercial delivery service company by which notice shall be deemed to occur on the date received as shown on the receipt; or, 4) hand delivery to the other party.

A. All correspondence, notices, work plans, and reports shall be submitted to:

Angela Gorman
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201

B. All correspondence and notices to Anderson shall be submitted to Anderson's designated contact person who as of the effective date of this Contract shall be:

Rusty Burns
Anderson County
100 Main Street
Anderson, SC 29642

FINANCIAL REIMBURSEMENT

11. Anderson or its Beneficiaries shall reimburse the Department for its public participation costs and for oversight costs of activities specific to this Contract as provided by S.C. Code Ann. §44-56-750(D). The oversight costs shall include the direct and indirect costs incurred by the Department in implementing the Voluntary Cleanup Program as related to this Contract, and any future amendments thereto, and may include costs related to this Contract and incurred by the Department prior to execution of this Contract. Invoices for oversight costs will be sent to Anderson on a quarterly basis. In recognition of Anderson as a local government, the Department waives reimbursement of oversight costs, exclusive of the cost incurred for public participation. The Department reserves the right to reinstate oversight billing upon thirty-day notice to Anderson; however, said billing shall not include any costs incurred by the Department prior to receipt of the notice. All costs are payable within thirty (30) days of the Department's invoice submitted to:

Rusty Burns
Anderson County
100 Main Street
Anderson, SC 29642

- A. Failure to submit timely payment for costs upon receipt of the Department's invoice is grounds for termination of the Contract pursuant to paragraph 16 herein.
- B. Payment for costs incurred by the Department pursuant to this Contract shall become immediately due upon termination of the Contract by any party pursuant to paragraph 16 herein.

ACCESS TO THE PROPERTY

- 12. Anderson agrees the Department has an irrevocable right of access to the Property for environmental response matters after Anderson acquires the Property. This right of access remains until such time as remediation is accomplished for unrestricted use and monitoring is no longer required, and shall extend to the Department's authorized representatives and all other persons performing response actions on the Property under the Department's oversight.

CERTIFICATE OF COMPLETION AND COVENANT NOT TO SUE

- 13. A Certificate of Completion shall be issued to Anderson or its Beneficiaries for the Property under this Contract as follows:
 - A. Anderson or its Beneficiaries shall request a Certificate of Completion pursuant to S.C. Code Ann. § 44-56-750(C)(1) after the response actions are completed and any required Declarations are recorded pursuant to this Contract. The request shall be in writing and shall report 1) the amount of soil that was removed or remediated on the Property; and 2) the cost of all environmental work conducted pursuant to this Contract.
 - B. Pursuant to § 44-56-750(C)(1) the Department shall issue the Certificate of Completion with its covenant not to sue upon determining that Anderson or its

Beneficiaries has successfully and completely complied with the Contract and the voluntary cleanup approved under S.C. Code Ann. §§ 44-56-710 through 760.

C. The Department may issue a Provisional Certificate of Completion if the substantive response actions required under this Contract are complete and a required Declaration has been recorded but all actions under this Contract have not been completed due to Property-specific circumstances.

- 1). A Provisional Certificate of Completion will include specific performance standards that Anderson or its Beneficiaries shall continue to meet.
- 2). The Provisional Certificate of Completion may include the Department's covenant not to sue for Existing Contamination; however, said covenant shall be automatically revoked if Anderson or its Beneficiaries do not satisfactorily complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

ECONOMIC BENEFITS REPORTING

14. Anderson or its Beneficiaries shall report information to the Department that demonstrates that the activities pursuant to this Contract have been beneficial to the State and community. The report shall be submitted within two (2) years after the execution date of this Contract, and annually thereafter until two (2) years after redevelopment of the Property is complete. Anderson shall summarize the new operations at the Property, the number of jobs created, the amount of property taxes paid, and the total amount invested in the Property for property acquisition and capital improvements.

CONTRACT OBLIGATIONS AND PROTECTIONS INURE

15. The terms, conditions, obligations and protections of this Contract apply to and inure to the benefit of the Department, Anderson, and its Beneficiaries as set forth below. The following stipulations apply to ensure the transition of all obligations and protections to successive Beneficiaries for any portion of the Property:

- A. Anderson or its Beneficiaries shall provide a copy of this Contract and applicable Appendices to any subsequent Beneficiary. Transmittal of the Contract copy may be via any commonly accepted mechanism.
- B. Anderson and its Beneficiaries shall not allow residential occupancy on any portion of the Property prior to obtaining the Certificate of Completion or a Provisional Certificate of Completion specific to that portion of the Property allowing residential occupancy.
- C. If the Certificate of Completion has not been issued, Anderson or its Beneficiaries shall request approval from the Department prior to transferring the obligations and protections of this Contract to a new person or entity. The Department shall not unreasonably withhold its approval upon receipt of a Non-Responsible Party Application for Voluntary Cleanup Contract documenting that the new person or entity:
- 1). Is not a Responsible Party for the Site;
 - 2). Has sufficient resources to complete the activities of this Contract;
 - 3). Will not use the Property for activities that are inconsistent with the terms and conditions of this Contract;
 - 4). Will assume the protections and all obligations of this Contract; and,
 - 5). Will, in the Department's sole discretion, provide a measurable benefit to the State and the community as a result of this transfer.
- D. If the Certificate of Completion has been issued and the portion of the Property is subject to a Declaration or other ongoing obligation pursuant to this Contract, Anderson or its Beneficiaries shall provide written notification to the Department identifying the new individual or entity within thirty (30) days after the effective date of the ownership change or other possessory transfer of the Property.

- 1). The notification shall include a signed statement from the new individual or entity that its use of the Property will remain consistent with the terms of the Contract and the Declaration, and that it will assume the ongoing obligations and protections of this Contract.
- 2). This requirement is waived for an individual or entity acquiring a portion of the Property for individual commercial use provided the Declaration is noted on the master deed for the planned development, and the Department has approved the procedure for a single point of contact responsible for documenting current land use and compliance with the Covenant.

E. If a Certificate of Completion has been issued and the Property is not subject to a Declaration or other continuing obligation pursuant to this Contract, no notification is required.

CONTRACT TERMINATION

16. Anderson, its Beneficiaries, and the Department each reserve the right to unilaterally terminate this Contract by giving thirty (30) days advance written notice to the other party. Termination shall be subject to the following:

- A. The Department may not terminate this Contract without cause and before termination, shall provide Anderson or its Beneficiaries an opportunity to correct the cause(s) for termination, which may include, but is not limited to, the following:
- 1). Failure to complete the terms and conditions of this Contract;
 - 2). Change in Anderson's or its Beneficiaries' business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract;
 - 3). Failure to submit timely payment for costs upon receipt of the Department's invoice;

- 4). Failure of Anderson or its Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by Anderson or its Beneficiaries;
- 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;
- 6). Failure by Anderson or its Beneficiaries to obtain the applicable permits from the Department for the response actions or other activities undertaken at the Property pursuant to this Contract; or,
- 7). Failure by Anderson or its Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of Anderson's or its Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.

- B. Should Anderson or its Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused or contributed by Anderson or its Beneficiaries have been stabilized or mitigated such that the Property does not pose hazards to human health or the environment.
- C. Termination of this Contract by any party does not waive the Department's authority to require response action under any applicable state or federal law.
- D. Termination of this Contract by any party does not end the obligations of Anderson or its Beneficiaries to pay costs incurred by the Department pursuant to this Contract. Payment for such costs shall become immediately due.
- E. Upon termination, the protections provided under this Contract shall be null and void as to any party who participated in actions giving rise to termination of the Contract. Revocation of protections shall also apply to that party's lenders,

parents, subsidiaries, and successors, including lessees, heirs, devisees, and other parties taking an interest in the Property through that party who participated in actions giving rise to termination of the contract. The protections will continue for any party who has received protections through a Certificate of Completion for this Contract, and who did not participate in the actions giving rise to the termination.

ENTITLEMENT OF PROTECTIONS AND BENEFITS

17. Anderson and its Beneficiaries are entitled to the protections and benefits in regard to Existing Contamination provided by South Carolina statutes as follows:

A. Effective on the date this Contract is first executed by the Department:

- 1). Protection from contribution claims under CERCLA §113, 42 U.S.C. § 9613 and SCHWMA § 44-56-200.
- 2). Protection from third-party claims as provided by S.C. Code Ann. § 44-56-750(H).
- 3). Eligibility to file annual application for Voluntary Cleanup Activity Tax Credits pursuant to the Income Tax Act, S.C. Code Ann. § 12-6-3550 (2014).

B. Effective on the date the Certificate of Completion is issued by the Department.

- 1). The Department's covenant not to sue Anderson and its Beneficiaries for Existing Contamination but not for any Contamination, releases and consequences caused or contributed by Anderson or its Beneficiaries.
- 2). Specific tax credits or additional benefits expressly contingent in South Carolina statutes on issuance of the Certificate of Completion.

C. These Protections and Benefits do not apply to any Contamination, releases, and consequences caused or contributed by Anderson or its Beneficiaries. The Department retains all rights under State and Federal laws to compel Anderson and its Beneficiaries to perform or pay for response activity for any

Contamination, releases and consequences caused or contributed by Anderson or its Beneficiaries.

RESERVATION OF RIGHTS BY THE DEPARTMENT

18. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation other than Anderson and its Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than Anderson and its Beneficiaries, to perform or pay for response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

RESERVATION OF RIGHTS BY ANDERSON COUNTY

19. Anderson retains all rights to assert claims in law or equity against any person, company, or entity with respect to the Property, except as limited elsewhere by this Contract. Anderson and its Beneficiaries specifically deny responsibility for response costs or damages resulting from Existing Contamination except for Contamination, releases, and consequences they cause or contribute. However, Anderson and its Beneficiaries agree to undertake the requirements of this Contract.

BURDEN OF PROOF

20. Anderson and its Beneficiaries shall have the continuing obligation to demonstrate that any newly discovered Contamination is not caused or contributed by Anderson or its Beneficiaries. Anderson and its Beneficiaries shall make this demonstration to the Department's satisfaction in accordance with State or Federal Law applicable to such newly discovered Contamination. For purposes of this clause, newly discovered Contamination means finding types of Contamination not previously

identified at the Property or substantially higher concentrations of Existing Contamination.

LIMITATION OF CLAIMS BY ANDERSON AND ITS BENEFICIARIES

21. In consideration of the protections from the Department under this Contract, Anderson and its Beneficiaries agree not to assert any claims or causes of action against the Department or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Property pursuant to this Contract. This limitation shall not extend to any claims or causes of action resulting from the Department's intentional or negligent acts or omissions, or the Department's willful breach of this Contract.

[Remainder of page left blank]

SIGNATORS

22. The signatories below hereby represent that they are authorized to and do enter into this Contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL**

BY:

DATE:

Daphne G. Neel, Chief
Bureau of Land and Waste
Management

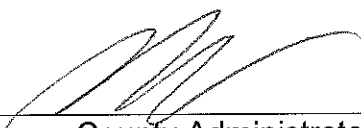
DATE:

Reviewed by Office of General Counsel

ANDERSON COUNTY

BY:

DATE:



Rusty Burns, County Administrator

11-17-2017

ANDERSON COUNTY ADMINISTRATOR

APPENDIX A

Application for Non-Responsible Party Voluntary Cleanup Contract

Anderson County

October 12, 2017



Non Responsible Party Application for Voluntary Cleanup Contract

I. Applicant Information

1. Applicant is a: ☒ Single Entity ☐ Co-Entity (Each Co-Entity must complete items 1-8)
2. Applicant Type: ☐ Private Individual /Sole Proprietorship ☐ For-profit Business (Corp., Partnership, etc.) ☐ Tax-Exempt Trust/ Corporation/ Organization ☒ Government / Other Public Funded Entity

3. Applicant's Legal Name Anderson County

4. Contract Signatures for this Applicant

a. Authorized Signatory

Rusty Burns	County Administrator	rburns@andersoncountysc.org
Name	Title	Email
Post Office Box 8002	864.260.4031	
Address	Phone1	Phone2
Anderson	South Carolina	29662-8002
City	State	Zip

b. Other Signatories ☐ None

Name	Title	Phone	Email	Signature Required On Contract?
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>

5. Physical Location of Applicant's Headquarters

101 South Main Street

Street address	South Carolina	Suite Number
Anderson		29624
City	State	Zip

6. Mailing address: ☒ Same as Authorized Signatory Go to question 7

Rusty Burns	County Administrator	
Contact person (if different from Authorized Signatory)	Title	
Post Office Box 8002	864.260.4031	
Street Number or PO Box	Phone1	Phone 2
Anderson	South Carolina	29662-8002
City	State	Zip
		Email
		rburns@andersoncountysc.org

7. Company Structure Information ☒ Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

a. Company is Incorporated/ Organized/ Registered in _____ (state)

b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name

RECEIVED

OCT 12 2017

SITE ASSESSMENT
REMEDIATION &
REVITALIZATION

c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?
☐ Yes ☒ No

d. If yes, identify all affiliations: _____

8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

1. Is a current owner of the property
2. Is a Responsible Party for the site
3. Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
4. Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

Authorized Signatory

Co Signatories



Non Responsible Party Application for Voluntary Cleanup Contract

I. Applicant Information

1. Applicant is a: ☒ Single Entity ☐ Co-Entity (Each Co-Entity must complete items 1-8)
2. Applicant Type: ☐ Private Individual /Sole Proprietorship ☐ For-profit Business (Corp., Partnership, etc.) ☐ Tax-Exempt Trust/ Corporation/ Organization ☒ Government / Other Public Funded Entity

3. Applicant's Legal Name Anderson County

4. Contract Signatures for this Applicant

a. Authorized Signatory

<u>Rusty Burns</u>	<u>County Administrator</u>	<u>rburns@andersoncountysc.org</u>
Name	Title	Email
<u>Post Office Box 8002</u>	<u>864.260.4031</u>	
Address	Phone1	Phone2
<u>Anderson</u>	<u>South Carolina</u>	<u>29662-8002</u>
City	State	Zip

b. Other Signatories ☐ None

Name	Title	Phone	Email	Signature Required On Contract?
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>

5. Physical Location of Applicant's Headquarters

101 South Main Street

<u>Anderson</u>	<u>South Carolina</u>	<u>29624</u>
Street address	Suite Number	
City	State	Zip

6. Mailing address: ☒ Same as Authorized Signatory Go to question 7

<u>Rusty Burns</u>	<u>County Administrator</u>
Contact person (if different from Authorized Signatory)	Title
<u>Post Office Box 8002</u>	<u>864.260.4031</u>
Street Number or PO Box	Phone1
<u>Anderson</u>	<u>South Carolina</u>
City	State
	<u>29662-8002</u>
	Zip
	<u>rburns@andersoncountysc.org</u>
	Email

7. Company Structure Information ☒ Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

a. Company is Incorporated/ Organized/ Registered in _____ (state)

b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name	Name
_____	_____
_____	_____
_____	_____
_____	_____

c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?

☐ Yes ☒ No

d. If yes, identify all affiliations: _____

8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

1. Is a current owner of the property
2. Is a Responsible Party for the site
3. Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
4. Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

Authorized Signatory

Co Signatories

II. Property Information

9. Location

a. Physical Address 225 Pumpkintown Highway, Pickens, South Carolina

b. County Pickens

c. ☒ Property is outside any municipal boundaries ☐ Property is inside the municipal limits of _____
(town/city)

10. List any Companies or Site names by which the Property is known

Singer One World Technologies

Ryobi

11. Total Size of Property Covered by this Contract 95.31 Acres

12. How many parcels comprise the Property? One

13. Current Zoning (general description)

Pickens County GBD

14. a. Does the property have any above- or below-ground storage tanks? ☐ Yes ☒ No

b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.

15. Parcel Information Complete the information below for each Parcel (attach additional sheets if needed)

a. Tax Map Parcel# 4181-12-97-9113
b. Acreage 95.31
c. Current Owner One World Technologies, Inc.
d. Owner Mailing Address 1424 Pearman Dairy Road
Anderson, South Carolina
29625
e. Contact Person for Access Kent Coleman
f. Access Person's Phone # 864.965.6241
g. Is Parcel Currently Vacant? ☒ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☒ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☒ Not operating since Dec. 2016
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

III. Property Redevelopment

16. Describe the intended re-use of the property:

(attach additional sheets if necessary)

Anderson County intends to acquire the facility for use as a "soft landing" facility for industry, warehouse use, and potential use in conjunction with Tri-County Technical College.

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? ☐ Yes ☒ No
b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.

18. Will redevelopment lead to the creation of permanent jobs on the property? ☒ Yes Anticipated Number 100
☐ No

19. Projected Increase to the Tax Base as a result of this redevelopment: \$ No increase in tax
base likely to result ☒

20. a. Will there be Intangible benefits from this redevelopment such as:

- ☐ LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development
☐ Creation / Preservation of Green Space on the Property
☐ Deconstruction/ Recycling of demolition or building debris
☐ Other _____

b. Please Describe:

21. Anticipated date of closing or acquiring title to the property 10 / 23 / 2017

22. Redevelopment Certification

By signature below, the applicant(s) affirm that their proposed use and activities will not knowingly aggravate or contribute to existing contamination or pose significant human health or environmental risks on the property.



Signature(s)

IV. Project Management And Financial Viability (Co-Entities, refer to instruction sheet)

23. Environmental Consulting Firm

☐ None as of this application date

S&ME, Inc.

Company

301 Zima Park Road

Spartanburg

South Carolina

29301

Address

City

State

Zip

John Whitehead

P.G. No. 892

864.574.2360

864.580.1429

jwhitehead@smeinc.co

Project Contact1

S.C PE/PG Reg. #

Phone1

Phone 2

email

Project Contact 2

S.C PE/PG Reg. #

Phone1

Phone 2

email

24. Legal Counsel (Optional)

Leon Harmon

Firm

Anderson County Attorney

864.222.2123

Attorney

Phone1

Phone 2

101 South Main Street

Anderson

South Carolina 29624

lharmon@andersoncountysc.org

Street Number or PO Box

City

State

Zip

email

25. Applicant's Billing Address ☒ Same as Contact person in #6 above Go to question #26

Financial Contact

Title

Company

Phone

Address

City

State

Zip

26. Financial Viability

By signature(s) below, the applicant agrees to:

1. Pay the Department's costs upon receipt of invoices for implementing the Voluntary Cleanup Program for this Property, and
2. Provide financial statements, if requested, to document financial viability to conduct the response actions on the Property.

☒ Waiver Requested (Check Box If applicable)

The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract.

Signatures

V. Application Completion (The following are required along with this form. Check applicable boxes)

27. The Legal Description of the Property is attached as a: ☐ Plat Map ☐ Metes and Bounds Text ☐ Both

28. The Phase I Environmental Site Assessment Report is attached as a:

☒ New report completed in the past six months by S&ME, Inc.

(Name of Environmental Firm)

☐ Older report updated in the past six months by _____

(Name of Environmental Firm)

29. Environmental sampling data and other reports: (check one)

☐ The Applicant is not aware of any environmental testing on the property☒ The Applicant believes the Department already has all environmental data in its files on: Singer/Ryobi/One World Technologies☐ The Following reports are attached:

(Site Name)

Report Date

Report Name

Environmental Firm

30. Mailing addresses of Former Owners, Operators and other Potentially Responsible Parties:(check one)

☒ Enclosed with this Application as an Attachment☐ Will be submitted along with (or before) the signed contract

31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property

Signature(s)

This Section for Department Use Only

Assigned File Name

Eligible for NRP Contract

Y N

Assigned File Number

Assigned Contract Number

Prepared by:
Masuda, Funai, Eifert & Mitchell, Ltd.
One East Wacker Drive, Suite 3200
Chicago, Illinois 60601

STATE OF SOUTH CAROLINA)
COUNTY OF PICKENS) TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that RYOBI MOTOR PRODUCTS CORP., a Delaware corporation ("Grantor") and having a principal place of business in Anderson, South Carolina, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell, and release unto ONE WORLD TECHNOLOGIES, INC., a Delaware corporation ("Grantee"), and having a principal place of business in Anderson, South Carolina, its successors and/or assigns forever, all its right, title and interest in and to the following described property, to-wit:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

Tax Map # G10-09-0020

GRANTEE'S MAILING ADDRESS: One World Technologies, Inc.
1424 Pearman Dairy Road
Anderson, South Carolina

This conveyance is subject to all easements, restrictions and conditions shown as exceptions to title in the title insurance policy by Lawyers Title Insurance Corporation concurrently with Grantee's acquisition of the property described in Exhibit A.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging to and in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee, and the grantee's successors and assigns forever and, the grantor does hereby bind itself and its successors to warrant and forever defend all and singular said

premises unto the grantee and the grantee's successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the Grantor has caused its corporate seal to be affixed hereto and these presents to be subscribed by its duly authorized officer(s), this 27th day of July, 2000.

Signed, Sealed and Delivered
in the Presence of:

Charlene K. Hodge
Lana B. Repur

RYOBI MOTOR PRODUCTS CORP.,
a Delaware corporation

By: W. J. Bunn
Its: Vice President

ATTEST:

Name:

GEORGE N. BRYANT
COUNTY AUDITOR
222 McDANIEL AVE., B-7
PICKENS, SC 29671

Its:

PICKENS COUNTY TAX ASSESSOR
208 McDANIEL AVE., B-8
PICKENS, SC 29671

000013484
RECORDED 08/03/2000 12:48:13PM
Bk: D0559 Pg: 00087 Pages: 6
Fee: 10.00 State: 16250.00
County: 6875.00 Exempt: _____
Pickens County, SC
Register of Deeds

STATE OF SOUTH CAROLINA)
COUNTY OF PICKENS)

PERSONALLY APPEARED before me the undersigned who, being duly sworn, deposes and says that s/he saw the within-named Corporation by its duly authorized Officer (s), sign, seal and as the Vice President of the Corporation act and deed delivered the within written deed and that (s)he with the other witness subscribed above witnessed the execution thereof.

Charlene R. Hodge

SWORN to before me this
29th day of July, 2000.

Lana B. Ripan (L.S.)
Notary Public for SOUTH CAROLINA

My Commission Expires: 07-23-03

EXHIBIT "A"
LEGAL DESCRIPTION

T.M.S. #: G10-09-0020

ALL OF THAT CERTAIN PIECE, PARCEL, OR TRACT OF LAND SITUATE, LYING AND BEING IN THE COUNTY OF PICKENS, STATE OF SOUTH CAROLINA, CONTAINING 110.18 ACRES, MORE OR LESS, AS SHOWN ON PLAT BY FREELAND-CLINKSCALES AND ASSOCIATES, INC., DATED JULY 12, 1988, OF RECORD IN THE OFFICE OF THE CLERK OF COURT FOR PICKENS COUNTY, SOUTH CAROLINA, IN PLAT BOOK 35 AT PAGE 167, REFERENCE TO WHICH I S HEREBY INVITED FOR A MORE COMPLEX DESCRIPTION AS TO METES AND BOUNDS, COURSES AND DISTANCES.

THIS BEING THE SAME PROPERTY CONVEYED UNTO RYOBI PRODUCTS CORP., BY DEED FROM THE SINGER COMPANY DATED AUGUST 16, 1988, AND RECORDED AUGUST 17, 1988, IN THE OFFICE OF THE CLERK OF COURT FOR PICKENS COUNTY, SOUTH CAROLINA, IN DEED BOOK 43 AT PAGE 302.

STATE OF SOUTH CAROLINA
COUNTY OF PICKENS

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn deposes and says:

1. I have read the information on the affidavit and I understand such information.
2. The property being transferred is located at Hwy. 8 bearing Pickens
County Tax Map Number G10-09-0020, was transferred by Rycki Motor Products Corp.
to One World Technologies, Inc. on July 27, 2000
3. Check one of the following: The Deed is
 - (a) X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) _____ exempt from the deed recording fee because _____
(If exempt, please skip items 4-7 and go to item 8 of this Affidavit)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____.
 - (b) _____ The fee is computed on the fair market value of the realty which is _____.
 - (c) X The fee is computed on the fair market value of the realty as established for property tax purposes which is \$6,250,000.00
5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes", the amount of the outstanding balance of this lien or encumbrance is: _____.

6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: \$6,250,000.00
(b) Place the amount listed in item 5 above here: 0.00
(If no amount is listed, place zero here)
(c) Subtract line 6(b) from Line 6(a) and place here: \$6,250,000.00

7. The deed recording fee due is based on the amount listed on line 8(c) above and the deed recording fee due is: \$23,125.00

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Transferor

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

By: W. B. Roper

Vice President

Sworn to before me this 27th

Day of July, 2000

Notary Public for Anderson, S.C.

My Commission Expires: 07-23-03

Print or Type Name Here: Lana B. Roper

Lana B. Roper

Exhibit B

STATE OF SOUTH CAROLINA)
) **DEED**
COUNTY OF PICKENS)

NOW, KNOW ALL MEN BY THESE PRESENTS, that, ONE WORLD TECHNOLOGIES, INC., a Delaware corporation, hereinafter referred to as "Grantor", as consideration for the sum of One Hundred Thirty Thousand Dollars (\$130,000.00) and other good and valuable consideration to Grantor in hand paid at and before the sealing and delivery of these presents by DURHAM'S HARDWOOD, INC., a South Carolina corporation, hereinafter referred to as "Grantee", (the receipt whereof is hereby acknowledged) does hereby grant, bargain sell and release to the said Grantee and Grantee's successors, and assigns forever, the following described real property, to wit:

All of that certain tract of land identified as "Tract B" on the survey entitled Survey for Ryobi Motor Products Corp. "Pickens Plant" dated April 7, 2000, as recorded in the Office of the Pickens County South Carolina Register of Deeds in Plat Book 392 Page 9-12 (the "Survey") with all improvements thereon, said tract comprising approximately 14.87 acres and having metes and bounds commencing at an iron pin on the southeast corner of the property identified on the Survey as being owned by Billy W. Jones, then 51.74 feet N 05°25'21" E to an iron pin (1/2" rod) along the eastern boundary of said property of Billy W. Jones, then 40.62 feet S 11°47'40" E along the southwestern boundary of a property identified on the Survey as being owned by Thrift Brothers Inc. then 350.49 feet N 75°34'44" E to an iron pin at the southeast corner of said property of the Thrift Brothers, Inc. then 26.83 feet S 04°37'19" W to a PK nail in the middle of an asphalt roadway, then 306.45 feet along the middle of said roadway N75°16'44"E to a PK nail, then 216.03 feet along the middle of said roadway N 85°35'57" E to a PK nail, then 197.57 feet along the middle of said roadway S 86°42'25" E to a PK nail, then 170.00 feet along the middle of said roadway S 88°51'47" E to a PK nail, then 756.08 feet S21°47'45"W to an iron pin [one inch crimp top pipe], then 96.12 feet S 21°47'45" W to a point, then 24.33 feet N 81°55'04" W to a point, then 268.26 feet N 65°33'34" W to a point, then 616.54 feet N 74°49'01" W to a point along the western boundary of property identified on the Survey as being owned by Leona W. Crowther, et al., then 10.34 feet N 07°23'56" W to an iron pin [1" crimp top pipe], then 353.82 feet to an iron pin [1/2 " Rod], then 21.96 feet N 89°13'25" W to the starting point

Said property being part of the property transferred from Ryobi Motor Products Corp. to One World Technologies, Inc. by deed dated July 27, 2000 and recorded in the Office of the Register of Deeds for Pickens County, South Carolina in Deed Book 0559 at Page 86-91.

Tax Parcel No. 4181-12-97-1016 (portion of)

This conveyance is made subject to all easements, conditions, covenants, restrictions, zoning ordinances, and rights-of-way which are a matter of public record, which may appear from an inspection of the premises, or which exist and of which Grantee is unaware at the time of executing this Deed, and reserving a right of way over and across the fifty foot easement as shown on Tract B in the Survey referenced above.

Grantee's Address: Durham's Hardwood, Inc.
172 Looper Lane
Pickens, SC 29671

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining:

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said Grantee and Grantee's heirs, or successors, and assigns forever.

IN WITNESS WHEREOF One World Technologies, Inc. has caused these presents to be executed in its name by Kenneth Faith, its Chief Financial Officer and its corporate seal to be affixed hereto this 24th day of November, in the year two thousand eight.

Signed, Sealed and Delivered
in the presence of

ONE WORLD TECHNOLOGIES, INC.

[Signature]
Witness
[Signature]
Witness

By: [Signature]
Its: Chief Financial Officer

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named One World Technologies, Inc. by Kenneth Faith, its Chief Financial Officer sign, seal, and as its act and deed, by said officer, deliver the within written Deed; and that (s)he with Donald L. Mauldin witnessed the execution thereof.

[Signature]

SWORN to before me this 24 day of
November in the year 2008.

[Signature]
Notary Public for South Carolina
My Commission Expires: 4/6/15